Josian Jourson, Clinton, Sampson county. JOSEPH R. KEMP, Bladen county. Dr. Shenwood, Strickland's Depot, Duplincounty. B. BARNES, Black Creek, Wayne county. LEWIS JONES, Pink Hill P. O., Lenoir county.

The Newbernian.

of the citizens of Newbern, have been very much extotal neglect of the subject. So far as we have been able to perceive, it has been at best but a contest about goat's wool-in fact, a matter of no sort of importance.-and we will venture to say, that not ten men in Wilmington, not interested in contracts, even know what the change of location is, against which the people of our sister town so bitterly complain. Many do not know that any such change has been made. And further, we will venture to say, that, so far as the interests of Wilmington are concerned, carrying it out. two-thirds of our people would prefer the former location, inasmuch as the connection with our road would have been made at a point nearer to Wilmington, a matter of primary importance, as all acquainour Virginia rivals on the north.

ding to the location contended for by our Newbern neighbors, would have crossed a creek near to a sharp turn in the Neuse, above Waynesboro', and then run down parallel and close to the bank of that river, until it reached Waynesboro', whence it would have diverged to a point on the Wilmington & Ral- McNutt was Governor, and the grave legislators, eigh Railroad some distance north of the river. Such though opposed in the main to doing anything that down to Waynesboro', the other to the Wilmington and Raleigh Railroad. If our Newbern friends dislike the idea of having a branch, they may call theirs the main stem. The guage is precisely the same on both branches. The whole thing seems to amount to this. To reach a proper point on the Wilmington and Raleigh Railroad via Waynesboro', would require a location close along the bank of the river at a point deemed insecure. This difficulty is avoided and both points reached by a fork in the road. So the change. We can easily answer the query propounded by the Newbernian in the first article in his paper of the twenty-fourth-why we have seemed studiously to avoid any discussion of the subject ?-Phinly, then, we have not taken sufficient interest

Would it be deemed impertinent if we should venture to inquire into the amount of stock held by the aggrieved citizens of our sister town; and still further, if we should venture to answer our own interrogation by stating the whole amount at sixteen thousand dollars. It formerly amounted, we believe. to twenty-six thousand, ten of which are now held by a contractor on the road-a citizen of Wilmington. Counting the forty thousand original Wilmington subscription, together with the amount taken up by contractors, citizens of this place, the amount of stock held here will sum up between one hundred and thirty and one hundred and forty thousand dollars. If, under these circumstances, Wilmington has kept so quiet while Newbern has been talking so loudly, it certainly speaks well for the modesty and forbearance of the former. Whether the same can be said for the latter, we will leave others to decide. In closing this branch of the subject, we would repeat what we have already said, that we have never heard anything like jealousy expressed towards Newbern, nor do we believe any such feeling is entertained by our citizens. We defy any one to find anything indicative of such a feeling in the columns of the Wilmington press.

As for the assertion made by us, and controverted by the Newbernian, that Wilmington is the most thoroughly North Carolinian of any town in the State, and the only one whose public works aim at bringing trade into the State, instead of carrying out of it, we are willing, for courtesy's sake, to waive the exclusiveness of the first proposition; although, if the scriptural test of judging people by their acts were applied to this case, it would be difficult to find any afford a fair foundation for State pride; and for the sed of having attempted to seduce the Hungarian of the holders of the notes of every other part of the second proposition in regard to her public works being the only ones that aim at bringing trade into the State, we assert positively, that the Manchester Road fully bears out our assertion; and that all the trade of South Carolina east of the Pee Dee, is confidently expected at our wharves. Unless, then, some of the new Fayetteville Plank Road lines should enter the field of competition for the honor, we claim pre-eminence in this respect. As for an appendage State of North Carolina is so much opposed to the road is urged as a desperate remedy to prevent our carrying away all of a valuable branch of trade policy, I think, must recommend the one that is subwhich Charleston now gets.

But we repeat, Wilmington has no jealousy of Newbern, of Fayetteville, of Raleigh, or of any oth- Since the election of Delegates to it, the prevailing a note of another bank. the latter may pay its note Her citizens are sanguine of her destiny as the first speak their own sentiments, it would be imprudent clear, that the case before the court is within the her progress been so rapid, or so substantial, nor her jority-sixty-three to eleven. prospect for the future so bright. Her citizens have never been content merely to call upon Hercules to help them-they have helped themselves, and they now have a prospect of reaping some of the fruits of their labors.

such a paper. It is a paper of good sense. It has a high opinion of the "Wilmington Journal," as all papers of good sense ought to have. We will avail ourselves occasionally of the treasures contained in the "Bruiser." Phæbus! what a name!

Raleigh Register, the decision of the Supreme Carolina vs. the Bank of Cape Fear, on an amicable issue, made up to test the constitutionality of a law of the last General Assembly, requiring the Banks of notes under three dollars, is rendered unlawful by For a few weeks past, the Newbernian, and some the general statute forbidding the circulation of creised on the subject of the North Carolina Railroad tion is necessary in the charter of any Bank, to ren-Fayetteville Bank.

We also publish the law, the constitutionality of which has been called in question.

The Fautteville Observer thinks we do other towns injustice when we say that Wilmington is the law under either issue. By presenting the note for less or until it be presented there; and that he is most thoroughly North Carolinian of any town in the payment an action arose to the plaintiff as the hold- not bound to pay at another place, for the good State, and that her public works are the only ones made payable in the body of it on demand at a cer- not be prepared with the means for paying, and calculated to bring trade into the State instead of tain place, becomes due only upon presentment at

Perhaps we should have said "one of the most," us that the Manchester Railroad is the only work "payable at a particular place" it was to be considted with railroad business must be aware, especially directly calculated to bring trade into the State .since we here have never thought of being jealous We have not particularly examined some of the new of Newbern, and only seek for advantages as against plank road lines from Fayetteville, and perhaps they and all the Judges were taken on it in the case of ment of debts, and from passing any law impairing may; but unless they do, we still hold to our asser-If we understand the matter in dispute, it is some- tion that the public works of Wilmington are the onwhat as follows: the North Carolina Railroad, accor- ly ones calculated to bring trade into the State.

The Gallon Law in Mississippl. We have recently heard the following anecdote con nected with the passage through the Mississippi Le gislature, of a law forbidding the sale of spiritucus lia location, so near to the bank of the river, at a point might tend to curtail their own creature comforts, still where the sharpness of the bend brings the full force thought they might gain some cheap glory by passing of the current against it, and subjects it to all the law, since, from a knowledge of the old Governdangers of freshets and inundations, was deemed or's jovial habits, they felt certain he would veto it .insecure and it was resolved to run the road at a They had reckoned without their hosts, however, for greater distance from the river, and when opposite the venerable man signed it on presentation, remarking, Waynesboro' to make it fork, one branch running with something like an oath, that no gentleman would think of drinking less than a gallon. We think the law has since been repealed, perhaps because the standard of gentlemanly drinking has been reduced to accommodate the weakness of this degenerate age.

Fillmore and Crittenden. The Kentucky Whig State Convention which assembled at Louisville on the 25th, expressed a preference for Fillmore and Crittenden, the former we presume as President, the latter as Vice-President .-Louisville is suggested as the place, and the 17th | Connell, 13 Peters, 36, in which most of them were of its branches in payment of the note held by it far as we can see, this is about the true reason of June the time of meeting of the Whig National Concidered by the Supreme Court as es- because those notes were not then and there due,

The Petersburg Intelligencer has come to us in it. Courtesy, however, demands that we should to its looks. Barring its politics, there are few betas our Petersburg cotemporary.

> fliction there is always mingled a drop of comfort. bearer of a note payable on demand, against the maplaintiff's charter it is expressly provided, "that bills What a consolation this must be to that unfortunate ker, in which presentment at the designated place or notes issued by order of the corporation, promis-Journal man, of the burnt district, when he surveys was not averred. Sounderson vs Bowes, 14 East 500. ing the payment of money to any one or his order, his ugly mug" in a glass .- Herald.

> Our consolation is founded upon the admitted fact. that there is at least one uglier mug in the world than our own; but how the dence the Herald man the cases in this country, in which it was held, that his natural capacity, and shall be assignable and than our own; but how the deuce the Herald man is to console himself we don't know, unless by the pride of undisputed pre-eminence.

The Vicksburg (Mississippi,) Sentinel is out for Hon. Stephen A. Douglas, as the democratic candi-Douglas is abve reproach, and beyond suspicion .tion will receive it for the Presidency.

on the 26th, with Liverpool dates to the 11th. There | bills of an incorporated bank, payable on demand at is a decline of 4 cent per pound in the lower quali- different branches : which for purposes of local ac-

succeeded in inflicting two poignard wounds upon her, but they were slight. He was secured upon the spot and executed. Affairs in France remain stationary. The government has published a communone but Bonapartists to the Assembly, as none othtown that could enter into competition with Wil- A man named Petroeki, said to be an agent of Kosmington in her efforts to do something that might suth, has been executed in Austria. He was accu-

Original Letter from Washington.

The following letter from Gen. Washington, to a distinguished citizen of this State, is published by the National Intelligencer for the first time, that pa-

Mount Vernon, May 25, 1788. The Hon. Rich'd Dobbs Spaight,

Sir: I am sorry to find by your letter that the

er North Carolina town; if she has been captious, it opinion is that a majority of the members are in fa- with a note or notes of the former, without regard to his last visit to this country, was prepared by me, has been against favoritism to towns out of the State. vor of the Constitution; but, as they are soon to the place where the same may be payable. It is

to be, sir, your most obedient humble servant.

Mrs. Myra Clarke Gaines has, it is said, lost her

Important Dispatches from Paris.

Webster has received, by the Atlantic, dispatches of such a nature from our Minister at Pavis as required banks, because there is no provision in them for the sale by

Superior and the cost of banks, because there is no provision in them for the sale by

Superior and the cost of banks, because there is no provision in them for the sale by

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Superior and the cost of banks, because there is no provision in them for the sale by

Superior and the cost of banks, because there is no provision in them for the sale by his immediate return to Washington.

We publish in another column, from the The Bank of the State of North Carolina vs. The but that is left entirely to the general law. Another

Bank of Cape Fear. Court, in the case of the Bank of the State of North | The following opinion was delivered by Ruffin, C. J. judgment pro forma for the defendant, and the plaintiff appealed. The defence would not be available at common

that place. Hence, the offer of the two notes for \$50 bar by way of set off. There was at one period a etc. We do not want to claim exclusive devotion, or conflict of judicial opinions in England, in respect to ered a general acceptance or a special one, requiring not settled until the opinions of the Lord Chancellor anything but gold and silver coin a tender in pay 180. It was there held, that a declaration on such some previous nisi prius cases, the law was, that, if already given; and it has accordingly been repeat one promise by his note to pay at a particular day edly held throughout the Union. for example, that a and place, there must be a demand there. Lord Eldon explicitly laid that down as the established law. quors in quantities less than a gallon. It was when and he stated the reason to be, that the place stands in the body of the instrument as a part of it, which must be declared on as it is, and proved as described in the declaration. Indeed, it is apparent, that it is the full guarantee of the constitution; and consean important part of the contract. For, when one quently this statute cannot be valid, insomuch as it engages to pay money generally without mentioning a place for the payment, the law is, that the debtor must seek the creditor, whether the payee or his assignee, and at his peril find him in order to save himself from the payment of interest and an action. By specifying the place both parties are saved the trouble, but especially the maker, as he knows when to take the money to meet his note at maturity .-The law cannot be said to be settled in the United States exactly in the same way; as in some, and perat the place, but the want of it may be alledged as matter of defence, if a loss arose therefrom, and ment at the bank or any branch. But without a Without going through the cases in this country in made, so as to work a prejudice to the bank. The tablishing that rule, and it was then adopted. It has and because if they had been they were not a consti-The judgment was founded on this: that the maker or to the bearer, shall be binding and obligatory on did not appear to have been in default before suit the same in like manner and with the like force and the declaration need not aver the presentment of a negotiable as if they were issued by such private note payable at a certain day and place, distinctly person." 2. Rev. st. p. 63, S. 25. Now, the contract admit it is otherwise as to a note payable on demand | constituted by the charter between the State and the at a certain place. It is expressly laid down in Wat- bank, though inviolable according to the constitution, lace vs. McConneil, that upon a note of the latter is in fact violated by the act of 1850, since under kind the declaration must aver a demand at the the circumstances mentioned in it. a force and effect place; and Mr. Justice Thompson in delivering the is given to the notes of the bank which differ from date for the Presidency. It justly and truly asserts opinion of the Court gives the reason that until a de- that which, as the notes of persons in their natural that, in all respects, and upon all questions, Judge mand the debtor is not in default, and so there is no capacity, they would legally have; which cannot be cause of action. There is, therefore, now no doubt done. as to the common law in respect to notes of this kind | Therefore, the judgment must be reversed, and Judge Douglas and Gen. Cass will, between them, made by a natural person; that the maker is not judgment entered for the plaintiff, on the case agreed, receive the support of the Mississippi Valley for the bound to pay them until presented at the place, where for the principal money and interest from the day of mon people nomination. The nominee of the Baltimore conven- they are expressed to be payable. And there is no the demand. ground for a distinction upon this point between notes made by a natural person and those made by The steamship Atlantic arrived at New York a corporation. The reason is not less applicable to commodation the law generally requires to be estab-A Priest recently made an attempt to assassinate he Oneen of Spain as she was leaving above. It the Queen of Spain as she was leaving church. He spect to which punctuality is of the utmost conse- or agency to pay the same, or any part thereof, with the note neavy penalties. Every one knows that no individual or bank can at all times and everywhere discharge all outstanding liabilities, due and not due; which would make credit useless. Then each point the cashier or other agent of the bank where said bills may nication, in which the electors were directed to elect of a banking institution having branches, has its own liabilities and must have its own resources; and it bank or branch or agency of any bank, either directly or incan only fulfill its engagements to the public, when er would be allowed to take their seats. Louis Na- left to manage its own funds without impediment or they shall not be entitled to receive any interest whatever poleon has been putting some more printers in jail. from the law. If the furds appropriated to the business at one place, instead of being left for that purpose may be daily diverted therefrom at the pleasure institution, it would be manifestly impossible for the bank and its branches to meet their notes for any length of time. It is therefore apparent, that the length of time. It is therefore apparent, that the provisions in the notes that they are payable on deprovisions in the notes that they are payable on de-mand at the several branches, is of their essence; of such notes, payment shall be made in such notes so far as

manded according to its tenor. The defence, however, is not founded on the Common law, but upon an act passed at the last session and on the bank, branch or agency by or for which the said note on the bank, branch or agency by or for which the said note on the bank, branch or agency by or for which the said note.

She paused not to glance at the matchless works of the sculptor, but crept onward until she had reached. They are large, commodious, and well constructed; and in every constructed and convenient as any Stables in The defence, however, is not founded on the Comof South Carolina! why, the North Eastern Rail- proposed Government. If a better could be agreed changes of notes between the several banks of this the same may be issued or payable. upon, it might be well to reject this; but without State." Yet, the discussion of the rule at Common such a prospect, (and I confess none appears to me.) law was not the less needful, in order to a proper understanding of the nature of the contract constituted by notes in this form, and of the operation of the The sentiments of this State will soon be known. statute, if it be effectual. Its principal provision is, to anticipate them, even if they were reduced to cer- act, and that the question is, as to its validity. With to carry out its will, if reconcilable with the funda-With great esteem and regard. I have the honor mental law, the court is, nevertheless, constrained to declare this enactment to be plainly contrary to the constitution of the United States, and therefore inoperative. It is so both upon the ground, that the case, which was recently argued before the Supreme act violates a provision of the charter to the plaintiff, Court. She commenced the prosecution of her claim, and upon the principle, that it interferes with and about nineteen years ago, when she was Mrs. Whit. two parties-which can no more be done with re-Also, a new periodical containing several articles lite at Louisville, and the other in Tennessee—which he erally and truly well-written, rejoicing in the title of "The Brunswick Bruiser," and published in the of "The Brunswick Bruiser," and published in the other in the other in the an individual bound by and may take benefit of the general laws where it is within the reason of them, unless there be particular modifications in the charter. It is not doubted, for example, that a bank is within the statof "The Brunswick Bruiser," and published in the public-spirited and growing city of Smithville. Its motto is contained in the following quotation from Campublic spirited and growing considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Canpublic spirited and growing considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Canpublic spirited and growing considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Canpublic spirited and growing considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Canpublic spirited and growing considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Martin The Savan-land and near advanced considerable sums in her aid, being confident as to the rate of interest it may take, be expressed in the Canpuble sums in her aid, being confident as to the rate of interest it may take. In the Canpuble sums in her aid, being confident as to the rate of interest it may take. In the canpuble sums in her aid, being confident as to the rate of interest it may take. In the canpuble sums in her aid, being confident as to the rate of to, Jr.: "we bruise to heal." It is in fact a spicy, good-natured and witty little sheet, containing the writings of several gentlemen in Smithville, who thus amuse their literary leisure, interchange ideas, and some of the paterson case, which was a factitious one, Mrs. the Paterson case, which was a factitious one, Mrs. the Paterson case, which was a factitious one, Mrs. the Paterson case, which was a factitious one, Mrs. the Paterson case, which was a factitious one, Mrs. the Paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the three are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the three are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the three are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the three are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the time three are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the fitting deficiency in the charter. For white there are stringent production in the charter. For white there are stringent production in the charter. For white there are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the faction in the charter. For white there are stringent production. The paterson case, which was a factitious one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the faction in the charter. For white the charter is also friction. The paterson case, which was a factition one, Mrs. Gaines succeeded. At that time Gen. Gaines was tentucated in the faction in the charter. For gain practice in composition. As the number of cop- victory or none. In the case against Relf and others sy or tight, should be without restraint upon their in their midst to Liberia, or to some other remote and He was hanged on a very lofty gibbet. More than gain practice in composition. As the number of copies is limited, we feel pleased to be upon their list, and shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange. We like the idea of shall be happy to exchange to the shall be the best for all concerned. But they do object, and the shall be the best for all concerned to the shall be the best for all concerned to the shall be the shall be the best for all concerned to the shall be the shall be the shall be the best for all concerned to the shall be the shall effect on the bank of a change of the rate of interest will continue to object, to the establishment, on their by a subsequent general law, in and making the cor- immediate southern border, of a colony composed main-NEW YORK, Feb. 26 .- It is understood that Mr. poration amenable to the State for a violation of its ly of black emigrants from the South. Such a colony on the site of Niblo's Garden, in the city of New York,

in lance may be stated. It seems certain, that the general statute prohibiting the passing of notes under a particular denomination applies as well to cor-This is assumpsit on a Bank Note, for \$100, dated porate as natural persons, unless there be a provi- In her lap lay a few trinkets and other small articles, October 1st, 1844, and payable to P. Rand or bearer sion in the charter express or plainly to be implied, evidently keepsakes which she had received from on demand at the branch bank of Cape Fear at Ral- to the contrary. For, the prohibition is founded on time to time. She took up one after the other, and of the last General Assembly, requiring the Banks of the State to redeem their issues whenever demanded, without reference to the place where said issues are without reference to the place where said issues are located to the circulation of the decisions and proceedings distinguish them through her blinding tears. Then of the recent board of Commissioners upon claims of small notes here; and therefore the reason of the made payable. There is also another thing incidentally pronounced upon, and that is, that the issue of Raleigh on the 21st of March, 1851, and demanded real the public policy. In such a case, therefore, All my dream and the part of th payment, and the Cashier of the said branch bank the general law applies, unless it be modified by a then offered in payment two bank notes for \$50 each, plain provision of the charter. Its silence cannot such notes, and consequently, that no express restric- issued by the plaintiff and payable on demand, the have that effect; since that allows full scope to the genth bis bitter day! Luvet vare Gud." one to the bearer at the plaintiff's branch bank at eral law, and therefore the exemption from the gen-Milton, and the other to the bearer at the plaintiff's eral law must distinctly appear in the charter. Since, denot at Waynesboro'. We must plead guilty to a der the issue by it of such notes unlawful. This branch bank at Wilmington, and he refused to make then, the restraints of general laws apply to corpora- was a young man about twenty-five years of age, his will bear upon the one and two dollar notes of the payment in any other way. The plaintiff's Agent tions, when they are within the reason of those laws, refused to accept payment in that mode, and this unless excepted, so they are entitled to all the benesuit was then instituted. The Superior Court gave fits of those laws, like other persons, unless excluded therefrom by the charter. It has been already shown, that a natural person is not bound to pay a note, made payable on demand at a particular place, uner; and it is fully settled, that a promissory note, reason, that, except at that designation, he may may not be able to raise them there without loss .-Hence, that part of the note is an essential ingrein payment did not amount to payment, nor do they dient in the contract, and a statute, requiring a creditor in his natural capacity to take from his debtor. in payment of a sum due to him at one place, the do injustice to our sister towns, but it does seem to an acceptance of a bill of exchange, whether if given note of the creditor payable on demand at another place, which had never been there demanded, would be plainly incompatible with those two provisions in presentment at the place named; and the point was the constitution which restrains a State from making Rowe vs. Young, 2 Bligh. 391, and 2 Brod. & Bing. the obligation of contracts. Art. 1. s. 10. The statute under consideration is likewise within that clause an acceptance was had, because it did not aver pre- of the constitution. For although that instrument sentment at the designated place. No one of the does not mention corporations by name, yet they are Judges expressed a doubt, that, notwithstanding within it as a part of the general law, for the reason legislative charter to a corporation is a contract of inviolable obligation within that instrument, and that a corporation created by a State may sue in the courts of the United States or of another State. The rights and contracts of corporations, therefore, have essentially changes the obligation of the notes issued by the plaintiff by requiring them to be taken upn effect, paid-at a different time and place from those at which they are payable according to their forms and their legal effect; when they were issued; which may be, and in most instances must be, to the prejudice of the plaintiff. Such modes of payment might, doubtless, be required in the charter, and it would then be at the election of the citizens to accept it or not. It is remembered that the late conhaps most of the Courts, a distinction has been taken, gressional charter of the bank of the United States that the declaration need not aver the presentment provided that all the five dollar notes, no matter where made payable, should be paid upon presentthe debtor will be discharged pro-rata; as if the clause of that kind in the charter, the legislature note be payable at a bank and the debtor deposit cannot give to the notes of a bank a different effect the money there and the bank afterwards fail. - from that legally arising from t'eir terms when detail it suffices to refer to that of Wallace vs. Mc- plaintiff, therefore, was not bound to take the notes indeed been questioned both by Chancellor Kent and tutional tender. If they had then, or at any time Mr. Justice Story, who hold the rule laid down in before this action brought been presented at the plain a new dress, and with an appearance much im- England to be the true one, according to the plain ces at which they were payable and payment could ing burned out a few weeks since, has added greatly position is right in respect to notes payable at a cer- off. But that was not done, and the case turns merein day as well as place; since no one, either in ly on the tender of the notes under the act of 1850, England or here, has supposed, that presentment of at the defendant's banking-house, without their havof our town, and hope soon to publish as large a sheet | which is our case. Even the court of Kings Bench. these parties by their respective notes, both in their whose judgment in Rowe vs. Young, as to the special letter and spirit, and is therefore unconstitutional. acceptance of a bill, was reversed in the House of Under the same clause of the constitution the act is It is very pleasing to know, that in the severest af- Lords, held this on demurrer to a declaration by the avoided for another reason. It happens, that in the

proved. It was good for it to be afflicted. Its be- sense of the contract. But it is not material, which not be got, they would have been available as a set die was east forever. now say something upon a subject which seems to ter papers than the Intelligencer, and we rejoice at promisory notes was not indispensable when, in the ing been presented at Milton or Wilmington. The she, "go and fulfil your destiny. God's will be done! engage so much of the attention of our Newbern its success. We wish to increase with the increase body, it is payable on demand at a particular place; act thus violates the contracts, constituted between You will become a great man—you will be the com-

or notes of the bank, branch or agency by or for which the deuence to the public, and is usually enforced under mand shall have been made, whether made at the instance of able; and every person or persons who may present the note or notes of the said bank for payment, shall, if required by be presented, to, state whether the demand is made for any directly; and in case such person or persons shall refuse to

Sec. 2. Be it further enacted, That the bank, branch or as aforesaid, shall make payment of such note or notes in the ty on such a note but for not paying it, when de- ment of the note or notes presented, all such note or note as are payable at the particular bank, branch or agency as the bank upon which the demand may be made shall have in possession, the said bank shall and may pay off the bal-

> Hon. Henry Clay and Gen. Lafayette. The National Intelligencer of vesterday contains

the following note from Mr. Clay A Correction .- A paragraph is going the round The second day of June the Convention is to meet that when a bank or its branch presents for payment fayette to the address which, as Speaker of the House though pronounced by him. This is a mistake, which, Himlen, I can die happy now." to anticipate them, even if they were reduced to cer- act, and that the question is, as to its valuely. It was composed by minsell, as the tainty. Maryland has ratified by a very large ma- all respect to the Legislature and every disposition style abundantly shows. On the morning of his rein justice both to his memory and to myself, ought to ception by the House of Representatives he breakfastafford him a fine opportunity to pay us a handsome comas the daughter of Daniel Clarke, to his real estate, violates substantive provisions of the notes of the he found himself surrounded by the same patriotic men We find on our table the London Quarterly, dated news. Subsequently, she married Gen. Gaines, who spect to the contract of a corporation than that of a natural person. For the court supposes it to be clear law, that a corporation is like an individual tune to its promotion. Gen. Gaines expended in the bound by and may take benefit of the general laws.

avoiding those on which a greater rate is reserved, between the United States and Great Britain.

Thorvaldsen's First Love.

Some forty-five years ago, a young woman of preroom of a house in Copenhagen, weeping bitterly .-

"Oh!" moaned she, "and has it come to this ?-All my dreams of happiness are vanished-all my hopes are dead! He will even go without bidding me farewell. Ah, Himlen! that I have lived to see

At this moment a hasty tap at the door was fol- journed without taking any action. lowed by the entrance of the object of her grief. He person middle sized and strongly built, his features massive, regular and attractive-his long hair flaxen, his eyes blue. This was Bertel Thorvaldsen-a name which has since sounded throughout the world as that of the most illustrious sculptor of modern times. His step was firm and quick, his eyes bright. and his features glowing as he entered the room : but when he beheld the attitude of the weeping female, a shade passed over his countenance as he gently walked up to her, and laying his hand on her shoulder, murmured-" Amalie!

"Bertel!" answered a smothered voice. The young Dane drew a chair to her side, and silently took her tear-bedewed hands. " Amalie," said he, after a pause broken only by her quivering sobs,

She ceased weeping, raised her face, and releasing ple by Russia." her hands, pushed back her dishevelled hair. Then she wiped her eyes, and gazed on him in a way that made his own droop. "Bertel," said she in a solemn tone, but void of all reproach-" Bertel, why did you win my young heart? why did you lead me to one that I should become the wife of your bosom ?"

" [I always meant it: I mean it now." trinkets, continued: "Do you remember what you to the King by M'lle Adelaide, his sister, in interest said when you gave me this-and this-and this!" only, 27,602.013f. Total, 72,246,986f., giving a net "What would you have, Amalie? I said I loved revenue of 2,377,409; or \$475,521 80. you : I love you still-but-"

"But you love ambition, fame, the praise of men, far better," added she, bitterly.
Thorvaldsen started, and his features flushed; for

he felt acutely the truth of her words. "Yes, you will leave gamle Danmark-you will leave your poor, fond, old father and mother, whose only hope and only earthly joy is in you-you will leave me, and all who love the sound of your footstep, and go to the distant land, and forget us all." "Min Pige! you are cruel and unjust. I shall come back to my old father and mother-come back

to thee, and we shall be happy again."
"Never, Bertel!—never! When once you have gone, there is no more happiness for us. In heaven we may meet again; on earth, never! Oh, no. never more will you see in this life, either your parents or your poor broken-hearted Amalie!"-and again her sobs burst forth.

Thorvaldsen abruptly arose from his chair, and paced the room in agitation. He was much distressed. and once or twice he glanced at Amalie with evident hesitation. His past life, the pleasure of his youth, the endeared scenes and friends of his childgood, the affection of Amalie, the anguish of his parents at the approaching separation, all vividly passed in review, and whispered him to stay and be happy in the city of his birth. But a vision of Rome rose also, and beckoned him thither to earn renown. wealth and earthly immortality. The pride of con-

one glance read his inmost thoughts. "Go," said panion of princes and of kings, and your name will extend the fame of your country to the uttermost parts of the earth. I see it all; let my selfish love the full blaze of your triumph, sometimes turn aside from the high born lovely dames who are thronging around, and drop one tear to the memory of the lowly Danish girl who loved you better than myself. Bertel. farvel !

The next day Thorvaldsen guitted Copenhagen for Rome, where he resided nearly the whole remainder of his long life, and more than realized his own wildestas pirations of fame. But the prophecy of poor in prices. Amalie was litterally fulfilled-he never more beheld his parents, nor her, his first true love!

Nearly half a century had elapsed, and again the scene was Copenhagen. The streets were densely crowded with eager, sorrowing spectators, and every window of every house was filled with sadly-expectant faces. At length the cry "They come!" was echoed from group to group, and the crowd swaved to and fro under the sympathetic swell of one com-

window of a house, and when the cry was taken up, she raised her wrinkled countenance, and passed her hands over her eyes, as though to clear away the mist of more than seventy winters. An immense procession drew nigh. Appropriate military music receded a corpse being conveyed to its last earthly biding-place. The king of the land, the royal family, the nobility, the clergy. the learned, the brave, the gifted, the renowned, walked after it. The banners of mourning were waved. the trumpets wailed and gentle breasts, and tears from the eves of warriors as well as lovely women, showered like rain .-It was the funeral of Bertel Thorvaldsen, with the Danish nation for mourners! And she, the old woman who gazed at it as it slowly wound by-she was Amalie, his first love! Thorvaldsen had never

"Ah, Himlen!" murmured the old woman, wiping away tears from a source which for many long years had been dry, "how marvelous is the will of God! agency at which any note or notes shall or may be presented To think I should live to behold this sight! Poor, poor, Bertel! All that I predicted came to pass: but ah me! who knows whether you might not have enjoyed a happier life after all, had you stayed with your old father and mother, and married me. Ah. Himlin, there's only One can tell! Poor Bertel!"

> Four years sped, and on one fine Sabbath morning an aged and decrepid female painfully dragged her weary limbs through the lower rooms of that wondrous building known as Thorvaldsen's Museum .an open doorway leading into the inner quadrangle, in the centre of which a low tomb of gray marble encloses the mortal remains of him whose hand created the works which fill the edifice. Step by step she drew close to the tomb, and sank on the pavement by its side. Then she laid down her crutch, and pressed her bony hands tightly over her skinny brow. "Ja, ja!" murmured she; "they told me he lay here, and I prayed to God to grant me strength to crawl to the spot-and he has heard me. Ah,

She withdrew her hands, and peered at the simple but all comprehensive inscription of "Bertel Thorvaldsen," deeply cut on the side of the tomb.-Then she raised her fore-finger, and earnestly traced with it every letter to the end. Smiling feebly, she ineaments. "Tis true; he moulders here. Poor Bertel, we shall meet again-in heaven!"

Her eyes closed and her head slowly sank on her breast, in which attitude she remained until one of the officers of the museum, who had noticed her sinthe officers of the museum, who had noticed her sin-gular behavior, came up. "Grammel kone" (old Wilmington, N. C., July 4, 1851 wife) said he, "what are you doing?"

She answered not; and he slightly She answered not; and he slightly touched her shoulder, thinking she was asleep. Her body gently slid to the ground at the touch, and he then saw that she sleep the sleep of death.

THE undersigned having bought the Carriage Factory formerly carried on by N. S. Neale, on the corner of Princess and Third Streets, opposite the Livery Stables of H. R. Nixox, Esq., respectfully informs

Broadway is 526 feet.

WASHINGTON, Feb. 28, 1852 SENATE.-Mr. Cooper presented petitions against the renewal of Woodworth's patent for a planing machine. Mr. Hunter reported back, with amend ments, the bill for establishing a mint in New York On motion of Mr. Downs, numerous memorials, askof five Senators, with power to send for persons and

House of Representatives .- The House was engaged all day in committee of the whole, in the discussion of the Bounty Land Bill. The committee rose and reported the Bill to the House, which ad-

WASHINGTON, Feb. 26 In Senate to-day, Mr. Rhett gave notice that he would to-morrow ask leave to vindicate himself against allusions made in the speeches of Messrs. Cass and Clemens, on the Compromise Measures, during his absence. The remainder of the day was spent in debate and balloting for a select Committee to investigate the decisions and conduct of the Board of Commissioners on Mexican Claims.

In the House, a motion was made to lay on the table the Bill explanatory of the Bounty Land Act .-The House rejected it 80 to 82. and proceeded in Committee of the Whole, to consider and vote on the amendments to the Bill separately.

The London Times says that one of the schemes suggested in Paris, is " for France to bargain with I am come to bid thee farewell. I go in the morn- Russia for the cession of the left bank of the Rhine. as an equivalent for the occupation of Constantino-

Louis Phillippe's Real Estate, and which has been lately confiscated from his family by Louis Napoleon, is thus estimated :- Wealth comprised in the will made in favor of his children on the 7th of August, 1830, of which he estimated the interest 41,807,954f. Wealth in real estate belonging to the King en pleine prepriete, She shook her head mournfully, and taking up the 9,837,000f. Wealth in real estate deputed by legacy

MARRIED,

In this County, on the 4th inst., by J. E. Bunting Esq. Col. WM. S. LARKINS, to MISS MARGARET VANN, all of

Marine Intelligence.

PORT OF WILMINGTON, NORTH-CAROLINA.

ARRIVED. Feb. 26-Schr. Tionesta, Eaton, from St. Thomas, in ballast to Wm. M. Harriss. Left at St Thomas, Feb. 1st Barque Mariel, Colson, waiting orders

Steamer Chatham, Steadman, for Fayetteville, by T. C. 27-U. S. mail steamer C. Vanderbilt, Sterett, from Charleston; with 45 passengers. Feb. 28-Brig Ellen Hayden, Smith, from Matanzas, t

. Hathaway & Son ; with molasses. U. S. Mail Steamer Gladiator, Smith, from Charleston. CLEARED. Feb. 26.-Schr. Francinea, Hooper, for Jacksonville, by Miles Costin; with 500 bushels corn 27.—Br. Brig Ohio, Redding, for West Indies, by Miles Costin; with 60,000 feet lumber and 68,000 shingles.

U. S. mail steamer Gladiator, Smith, for Charleston; with Steamer Pampero, Willie, for Baltimore. Steamer Chatham, Steadman, for Fayetteville, by T. C.

Sehr. Wm. Henry, Grant, for St. Lucia, by J. & D. Mc-Schr. Wm. H. Smith, Harmon, for New York, by DeRosset & Brown; with 703 bbls. rosin, 226 do. spirits turpentine, scious genius swelled his soul, and he felt that the die was cast forever.

He reseated himself by the side of Amalie, and go, by Ellis, Russell & Co.; with 73,581 feet lumber, 115,000

> Schr. J. A. Hobart, Gove, for N. Y., by J. H. Flanner. U. S. Mail Steamer C. Vanderbilt, Sterett, for Charles ton; with 32 passengers.

BOSTON, Feb. 25 .- Naval Stores-The market is very

parts of the earth. I see it all; let my selfish love gal., cash. In Tar there have been sales of 1 a 200 bbls. at perish! Only promise this: when you are hereafter \$2 12\frac{1}{2} a \$2 37\frac{1}{2} per bbl., cash and 6 mos., for North County and Wilmington. In Rosin there have been further sales common at \$1 50, and some No. 1 at \$2 50 a \$3 per bbl. LIVERPOOL, Feb. 11 .- Cotton .- The lower qualities of

Flour was very dull, and the turn of the Market was in faor of the buyers, but there was no quotable reduction. Corn, dull and unsaleable at a reduction of 6d.

Wheat dull, at a decline of a penny per bushel since the eparture of the Cambria. Rice was active, but unchanged Turpentine—Sales of 1000 bbls. good rough Turpentine at 7s. 6d. Rosin—Sales of 700 bbls. Rosin at 2s. 3d. for com-

HAVRE, Feb. 10 .- The cotton market has declined considerably, in the consequence of the large arrivals from

WATCHES AND JEWELRY.

JAMES S. IVES is now prepared to repair WATCH-ES, CLOCKS and JEWELRY of all descriptions, at his stand on Market Street, under the Carolina Hotel. Having served the regular apprenticeship under the best workmen, and being determined to spare no pains to please, he feels confident of giving satisfaction to all who He has just received and WILL KEEP CONSTANTLY ON HAND, Gold Levers, of M. J. Tobias & Co., Cooper,

hnson, Robinson, Harrison, Samuel, and other makers plex, Lepine and Vertical Watches, Silver Levers and Leines,-New England Clocks and Time Pieces. Ladies Gold Chains, Gold Guard, Vest and Fob Chains, Seal and Keys, Topaz and other stone Bracelets, and all Gold, do. do., Emrald Sapphire, Garnet Pearl, Enamelled and Gold Breast Pins, do. do. do. Finger Rings, Gold Peneil Cases. Gold and Silver Thimbles and Shields, Gold Studs, Sleeve Buttons, &c. Also silver tea and table Spoons, and a variety of plated SPECTACLES:-Gold, Silver, Steel, and German Silver

Spectacles with Perifocal Glasses, a new and superior article assortment of extracts for the toilet. LECOULTER RAZORS, a new and splendid article .-All of which will be sold at as low prices as can be bought

North Carolina, or New York. Wilmington, Oct. 23d, 1851 IME, Lime, Lime. 1,000 barrels Lincolnville White

Lump. Also, Calcined Plaster, Plastering Hair. Fire Brick, and Hydraulic Cement; 1,000 bbls. Lime, &c. For sale by J C. & R. B. WOOD, Jan. 2, '52-17v81 New Livery Stables .- Fire_Proof.

Having completed my new Livery Stables, I am now ready to receive Horses at livery, by the day, My Stables are situated on the corner of Princess and Third Streets, directly opposite the Court-House, and very conveniery respect as comfortable and convenient as any Stables in the United States

comfortable Lot, together with a basement under the Stables sufficient to hold one hundred horses, and shelter them well and comfortably.
HORSES, CARRIAGES, and Buggies, kept constantly for hire. therefore feel confident of giving entire satisfaction to those who favor me with their custom.

I feel grateful to my friends and the public for their liberal

I also have (for the accommodation of Drovers,) a large and

patronage heretofore, and hope to merit a continuance of their Wilmington, N. C., June 27, 1851

Removed to Mulberry Street, between Front and

THE subscriber continues to keep on hand a large and general assortment of CARRIAGES of let fall her hand, and complacently sighed. while an his own manufacture, which he offers for sale on the most evanescent gleam of subtile emotion lighted up her reasonable terms; among which may be found Rockaways, Barouches, Dunhams, Buggles, Wagons, Gigs, Sulkeys, &c. Also, Harness of all kinds. Purchasers will find it to their interest to call and exam ine before purchasing elsewhere, as I am determined not to

N. B. Repairing done at short notice, and in the neat-

CARRIAGE MANUFACTORY.

siness to receive a liberal continuate of patronage.

**All vehicles to repair, or horses to shoe, sent by ser

A LARGE HOTEL -The Metropolitan Hotel, located SNUFF, SNUFF. 15 half bbls. J. D. Outcalt's, in small bladders, superior. For sale low by

Wilmington, N. C., Oct. 3, 1851